

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

No. IFB-97-231-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

NON-LINEAR EDITING SYSTEM
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
HAWAII PUBLIC BROADCASTING AUTHORITY

will be received up to and opened at 2:00 p.m. (HST)

on

June 5, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mrs. Corinne Higa, telephone (808) 586-0568, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

NON-LINEAR EDITING SYSTEM
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
HAWAII PUBLIC BROADCASTING AUTHORITY
IFB-97-231-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following offer is hereby submitted to furnish Non-linear Editing Systems for Hawaii Public Broadcasting Authority, as specified herein:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Brand Name & Number</u>	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
1.	Non-linear on-line digital editor (Avid Media Composer 1000 or equal)	1	_____	\$_____	\$_____
2.	Non-linear off-line digital editor (Avid Media Composer offline or equal)	1	_____	_____	_____
3.	Multimedia Workstation (Winsted E4706 or equal)	1	_____	_____	_____
4.	Multimedia Workstation (Winsted E4404 or equal)	1	_____	_____	_____
5.	16-Channel audio mixer (Mackie 1604-VLZ or equal)	1	_____	_____	_____
6.	Video Patchbay (ADC PP1224RS-75N or equal)	1	_____	_____	_____
7.	Audio Patchbay (ADC BJB103-4MKII or equal)	1	_____	_____	_____
8.	Video/Stereo Audio Switcher	1	_____	_____	_____
9.	Uninterruptible Power Sources (Tripp-lite 2000RM or equal)	2	_____	_____	_____

TOTAL SUM BID - Item Nos. 1-9: \$_____

SERVICE AND PARTS FACILITY:

Company Name: _____

Facility Address: _____

Point of Contact: _____

Telephone No.: _____ Fax No.: _____

Offeror _____

SPECIFICATIONS

ITEM NO. 1: NON-LINEAR ON-LINE DIGITAL EDITOR

1. Image resolutions/frame rates

- 720x486 images at 30 fps (NTSC)
- AVR 12 two field offline images; AVR 70, 71 and 75 two-field on-line images; AVR 77 two-field online images optional
- AVR 3s single-field offline images; AVR 8s and 9s single field on-line images optional

2. Digitizing + Logging

- Component and composite I/O or serial digital I/O
- Support for timecoded and non-timecoded input
- Support for drop-frame or non-drop frame timecode
- Log material for batch digitizing
- Continuous timecode display
- Serial deck control
- Internal waveform monitor and vectorscope
- Sub-clip during digitize
- Includes MediaLog for logging on a separate system

3. Bins + Project Management

- Multi-level find, sift and sort functions
- Frame, script and text views
- Unlimited number of bins
- Media consolidate feature
- Customize and save bin views
- Unlimited clip annotation length
- Ability to lock items in a bin

4. Editing Features

- Support for mixable resolutions within the same image family
- Support for a dedicated video monitor for full-screen editing and playback
- Interactive timeline editing with customizable timeline views
- Dupe detection in the timeline
- Trim mode editing with slip and slide
- Storyboarding
- Locators to mark frames in clips
- Go to timecode using keypad
- Slip-sync and sync-locking
- Splice, overwrite, extract, lift and split edits
- Customizable interface settings
- Source and record monitors
- 32 levels of undo/redo
- Audio punch-in
- VTR play emulation
- Match frame
- Variable speed forward/reverse shuttle control
- Optional multicamera grouping and autosync
- Optional script based editing

5. Digital Video Effects

- 8 video tracks
- Real-time dissolve and superimpositions
- Real-time industry-standard wipes with borders and soft edges, including horizontal, vertical and box
- Real-time resizes, flips and flops
- Real-time conceals, L-conceals and squeezes
- Real-time masks
- Real-time chroma and luma keys
- Matte key
- Real-time picture-in picture
- Real-time color effects
- Real-time dip to color
- Real-time fade to/from color
- Real-time, integrated titling tool
- Unlimited keyframing
- Motion effects including slow, fast, strobe, freeze-frame/reverse and fit-to-fill
- Integrated QuickTime codec
- Also includes peels, pushes, spins, matrix wipes, shape wipes, sawtooth wipes and diagonal wipes
- Optional real-time, customizable 3D effects

6. Audio features

- 4 channels of 44.1 kHz audio with 8-track monitoring (48 kHz)
- 8 audio tracks for mixing
- Direct digital input or output (S/PDIF); optional AES/EBU with 48 kHz
- Real time, 3-band EQ
- Real-time rubberband gain adjustments
- Scrubbing with pitch change
- Track/global pan setting
- Level setting with gain
- Waveform display in the timeline
- Single-track crossfades
- Mixdown

7. Import/export

- Includes EDL Manager for EDL import and generating EDLs in all major formats with pre-read
- Import/export anti-aliased PICTs, PICT sequences, QuickTime and OMF Interchange files
- Import PICS files and QuickTime with alpha channel
- QuickTime for Macintosh and Windows
- Downsample audio to 22 kHz and 11 kHz
- Optional AvidNet peer-to-peer networking software
- Optional Film Matchback

8. System includes:

- Power Macintosh 9500 with 2 GB hard drive, 96 MB RAM, 2 MB VRAM and CD-ROM
- Two 20-inch color high-resolution monitors
- Avid Broadcast Video Board
- Advanced JPEG compression hardware
- Avid Real-time 2D Effects Module
- Audio A/D and D/A converter
- Fast, wide, dual-channel SCSI accelerator board
- Two self powered speakers
- Support for a dedicated video monitor
- Modem
- Colored key caps and labels
- 90-day software warranty
- One-year hardware warranty
- Documentation, tutorial and training tools

9. Storage options

- 4,8 or 9 GB Avid fixed hard drives
- 4 or 9 GB Avid removable hard drives
- AVIDdrive Tower 5les
- Avid DLT
- Avid MediaDock
- Avid Storage Expander

10. Additional requirements

- System must be able to store a minimum of 90 minutes of video/audio material at maximum resolution
- The keyboard must have a user configureable interface and be re-assignable color-codeable
- Software to be included in system: (1) Adobe "after effects" compositing ver. 3.1 or newer; (2) Adobe "Photoshop" image manipulation ver. 3.0.5 or newer and (3) 2-D and 3-D modeling and animation software
- Digital linear tape to backup and restore digital video and audio Avid DLT 30 or equal and 12 30GB cartridges.

ITEM NO. 2: NON-LINEAR OFF-LINE DIGITAL EDITOR

1. Image resolutions/frame rates

- 720x486 images 30 fps (NTSC) or 720x576 images 25 fps (PAL) (24 fps optional)
- AVR 2s, 2m, 3s and 3m single-field offline images (optional 4s, 4m, 6s, 6m)
- AVR 8s and 9s single-field online images optional

2. Digitizing + logging

- Component and composite I/O (serial digital I/O optional)
- Supports timecoded and non-timecoded input
- Supports drop-frame or non-drop frame timecode
- Log material for batch digitizing
- Continuous timecode display
- Serial deck control
- Internal waveform monitor and vectorscope
- Sub-clip during digitize
- Includes MediaLog software for logging on a separate system

3. Bins + Project Management

- Multi-level find, sift and sort functions
- Frame, script and text views
- Unlimited number of bins
- Media consolidate feature
- Customize and save bin views
- Unlimited clip annotation length
- Ability to lock items in a bin

4. Editing Features

- Support for mixable resolutions within the same image family
- Support for a dedicated video monitor for full-screen editing and playback
- Interactive timeline editing with customizable timeline views
- Dupe detection in the timeline
- Trim mode editing with slip and slide
- Storyboarding
- Locators to mark frames in clips
- Go to timecode using keypad
- Slip-sync and sync-locking
- Splice, overwrite, extract, lift and split edits
- Customizable interface settings
- Source and record monitors
- 32 levels of undo/redo
- Audio punch-in
- VTR play emulation
- Match frame
- Variable speed forward/reverse shuttle control
- Optional multicamera grouping and autosync
- Optional real-time multicamera play
- Optional script based editing
- Optional film editing (24 fps)

5. Digital Video Effects

- Real-time dissolve and superimpositions
- Real-time industry-standard wipes with borders and soft edges, including horizontal, vertical and box
- Real-time chroma and luma keys
- Real time, integrated, anti-aliased titling tool
- Real-time color effects
- Visual effects including resize, flips and flops
- Diagonal, matrix and sawtooth wipes
- Transition effects including conceals, L-conceals, squeezes, peels, pushes and spins
- Motion effects including slow, fast, strobe, freeze-frame, reverse and fit-to-fill
- Matte key
- Picture-in-picture
- 4 keyframes to customize effects
- 4 video tracks for layering and compositing (additional tracks optional)
- Integrated QuickTime codec

6. Audio features

- 44.1 kHz audio (48 kHz optional)
- 8 tracks for editing (24 tracks optional)
- 2 audio channels with 4-track monitoring (4/8/4 optional)
- Track/global pan settings
- Level settings with gain
- Waveform display in the timeline
- Crossfades and mixdowns
- Real-time, 3-band EQ
- Real-time rubberband gain adjustments
- S/PDIF digital I/O (AES/EBU optional)

7. Import/export

- Includes EDL Manager for EDL importing and generating EDLs in all major formats with pre-read
- Import/export anti-aliased PICTs, PICT sequences, QuickTime and OMF Interchange files
- Import PICS files and QuickTime with alpha channel
- Burn-in master record timecode or footage count during output (with Avid Media Reader option)
- Optional AvidNet peer-to-peer networking software
- Downsample audio to 22 kHz and 11 kHz
- Optional Film Matchback

8. System includes:

- Power Macintosh 9500 with 2 GB hard drive, 96 mB RAM, 2 MB VRAM and CD-ROM
- 20-inch color high-resolution monitors
- Avid Broadcast Video Board
- Advanced JPEG compression hardware
- Fast, wide, dual-channel SCSI accelerator board
- Two self powered speakers
- Modem
- Colored key caps and labels
- 90-day software warranty
- One-year hardware warranty
- Documentation, self-paced tutorial and training tools

9. Other requirements:

- Two (2) 20" color high resolution monitors
- Multigroupings
- Two 1 GB Jaz removable digital storage devices

ITEM NO. 3: MULTIMEDIA WORKSTATION

Wing top desk with riser. Large wrap around multi-media workstation. Black sides with black granite laminate top. Two dove grey rack cabinets each with 24 1/2" (14U) of rack space. Monitor riser height adjusts from 10" (254mm) to 17" (431 mm) to make it more comfortable for viewing and also clears up more table surface for electronics. Overall dimensions: 39"-46"H (990-1168mm) x 1128"W (2997mm) x 53"D (1346mm).

To include accessories: 1 each 47003 - 5 1/2" (3U) rack rail; 1 each 46255, mini-tower well, 9"W x 18"D x 17"H; and 2 each 10710, 34" long, on/off switch and 15 amp circuit breaker ten outlet power supply.

ITEM NO. 4: MULTIMEDIA WORKSTATION

94" W digital desk with adjustable keyboard shelf. Large black granite laminate work surface wraps around the operator keeping all electronics within easy reach. Adjustable keyboard shelf lowers the keyboard to an ergonomic height. 35" (20U) Vertical rack holds the CPU and hard drives with additional space to rack mount a source deck. Contour trim on all flat surfaces can be accented to match the electronics.

To include accessories: 2 each 88094, rack mount pull-out shelf. Comes with a vented bottom and feet spacers for a VTR so the height remains an EIA standard rack increment when placed on this shelf. Extends 20". Fits any 19"W rack except 16"D and slope racks. 1 3/4"H x 4"W x 20 3/4"D. and 1 each 10710, 34" long, on/off switch and 15 amp circuit breaker ten outlet power supply.

ITEM NO. 5: 16 CHANNEL AUDIO MIXER

Features:

16 low noise/high headroom XLR mic inputs (-129.5 dBm E.I.N.)

16 balanced/unbalanced mono line inputs

True 4-bus design

Inserts on all channels

Direct outs on chs. 1-8

3-band EQ with sweepable mids

Low cut filter on all channels

PFL/AFL (solo in-place) on every channel (global)

Very low impedance (VLZ) architecture

Control room/phones source matrix

6 aux sends, 2 with master level controls

Wide input gain range with "virtual pad"

Mono main output with level control

Balanced inputs and outputs (except RCAs, phones and inserts)

Dual-purpose LEDs: -20/solo LED flickers when there's signal present in that channel, and when solo is engaged, glows steadily. Similarly, the OL/Mute LED flickers when the channel's overloaded, and glows steadily when mute is engaged.

Subgroup faders for subs 1 through 4 (same design as channel faders)

Phantom power (48V) for powering condenser microphones

12-section L&R meter LED ladders.

EFX to monitors control

BNC lamp socket and internal power supply

Frequency response: 20 Hz-60 kHz, +0/-1dB, mic input to any output, 20 Hz-100 kHz, +0/-3 dB, mic input to any output

Total harmonic distortion: Less than 0.005% (any input to any output, 1 kHz @ +14 dBu, 20 Hz-20 kHz)

Microphone preamp E.I.N.: -129.5 dBm (150 terminated, max. gain). Main output noise, all channels assigned: -89 dBu. Working S/N ratio: 90 dBu (ref: +4 dBu)

Maximum output: +28 dBu main output bal., +22 dBu all outputs unbal. Dynamic range: 108 dB

Maximum gain: Channel preamp, XLR input: 60 dB. Channel preamp, line input: 40 dB. Lines: 40 dB Mic in to balanced main mix out: 86 dB. Mic in to unbalanced main mix out: 80 dB. Channel faders: 10 dB Aux returns: 20 dB. L/R master fader: 10 dB.

Headphone impedance: 20-200 ohms

Equalization: Hi shelving: +15 dB @ 12 kHz. Mid sweepable: \pm 15 dB, 100 Hz-8 kHz. Lo shelving: \pm 15 dB @ 80 Hz

Weight: 20 lbs (9.1 kg)

ITEM NO. 6: VIDEO PATCHBAY

Standard 75 ohm patchbay, 2 rows, 48 positions, 3.5" panel

ITEM NO. 7: AUDIO PATCHBAY

Normals brought out. Rear terminations on 3.5" panel

ITEM NO. 8: VIDEO/STEREO AUDIO SWITCHER

1. Video inputs

Number of inputs: 12, looping
Impedance: 10 K ohms
Signal coupling: DC
Connector type: BNC
Return loss: 40 dB to 5 MHz
Level: 1 Vp-p nominal, 2 Vp-p max.

2. Video outputs

Number: 4
Type: BNC
Impedance: 75 ohms, source terminated
Return loss: 40 dB to 5 MHz
Level: 1 Vp-p nominal, 2 Vp-p max.

3. Performance

Gain: Unity, ± 0.1 dB
Diff. gain: $< 0.1\%$, 10 to 90% APL @ 3.58 and 4.43 MHz
Diff. phase: $< 0.1^\circ$, 10 to 90% APL @ 3.58 and 4.43 MHz ($< 0.25^\circ$ driving 4 outputs)
Frequency response: ± 0.1 dB to 5 MHz -3 dB bandwidth, 50 MHz
Crosstalk isolation: > 62 dB to 5 MHz worst case
Propagation delay: 5 nS typical
Phase scatter, input to input: $\pm 1.5^\circ$ at 5 MHz
Gain adjustment: factory set to unity
DC offset: $< \pm 25$ mV
Signal to noise ratio: > 73 dB, 5 MHz bandwidth, 0.714 Vp-p video to RMS noise

4. Audio inputs:

Number of inputs: 12 stereo channels
Connector type: 62 pin D connectors (terminal strip adapter cards included)
Impedance: 20 K ohms (600 ohm input version available)
Signal level: +26 dBm
CMRR: > 60 dB at 60 Hz

5. Audio outputs

Number: 4 stereo pairs
Signal type: balanced
Connector type: 62-pin D connectors (terminal strip adapter cards included)
Impedance: 66 ohm (600 ohm version available)
Level: +26 dBm max.

6. Performance

Frequency response: ± 0.1 dB to 20 KHz, ref. to 1 KHz
Crosstalk: 90 dB @ 20 KHz worst case
DC offset: $< \pm 50$ mV
Signal to noise ratio: 85 dB, 20 Hz to 20 KHz
THD + noise: $< 0.02\%$ into 10 k ohms

7. Control

Methods: Local control panel, remote control panel, serial port option,
GPI port
Serial control: RS-232/RS-422 user-selectable (Leitch or GVG Ten XL
Protocol)
GPI: Normal or joystick override
Local control: Follow or breakaway
Remote control: Follow or breakaway (up to 100 feet from unit)

ITEM NO. 9: UNINTERRUPTIBLE POWER SOURCE

Housed in a low-profile cabinet for standard 19" rack applications, every rackmount SMART series UPS includes 8 AC outlets. built in jacks provide surge protection for phone lines to ensure that internet or remote on/off connections stay on-line through power problems. Switches and indicator lights are front mounted to provide "at a glance" data on current power conditions and UPS status.

Long lasting battery backup for all computer system.

Line interactive voltage correction from 87 to 140 volts AC, back to 120 volts nominal.

Up-front controls and LEDs for more convenient operation.

Complete spike and RFI/EMI line noise filtering

RJ11 jacks for fax/modem protection

Continuous battery charging, even during brownout conditions.

Output capacity (VA): 2000

Output capacity (watts): 1600

Output voltage: 120

Output frequency (Hz): 60

Backup time half load (min): 28

Backup time full load (Min.) 12

Battery recharge rates (hours): 2-4

Surge energy rating (joules): 400

Transfer times (typical) (Milliseconds): 2-4

Receptacles: 8

Dimensions: 8 3/4" H x 19"W x 10 3/4"D

LAN interface port: Db9

Shipping weight: 97 lbs.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Non-linear Editing Systems for the Department of Commerce and Consumer Affairs, Hawaii Public Broadcasting Authority (HPBA), shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purposes of this contract, Mr. Stephen Komori, HPBA Chief Engineer, or his designated representative is named Officer-in-Charge. Mr. Komori can be reached at telephone number (808) 973-1175.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting a offer. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror.

OFFEROR QUALIFICATION

To assure the State that the offeror is capable of repairing and servicing the equipment offered herein, offeror must meet the following in addition to the requirements of the Specifications herein.

1. Offeror must be factory authorized to furnish, repair and service the equipment. Proof that bidder meets this requirement shall be furnished upon request.
2. Offeror shall have available, technical and parts support 24 hours per day, seven days per week.
3. Offeror shall be able to submit along with the offer, a list of users of similar or identical equipment as specified herein. The State reserves the right to contact the listed users to inquire about the offeror's equipment, equipment performance, and offeror's support services, and to reject the offer of any offeror whose equipment and performance other jobs of this nature has been unsatisfactory.

MULTIPLE OR ALTERNATE OFFERS

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected.

Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Bid price shall be based on delivery to destination and shall include all applicable taxes, freight charges, and all other costs incurred. Bid price shall be the all-inclusive cost to the State and no other charges will be honored. Bidder must make an offer on all items to be considered for award.

Offer Guaranty. An offer security deposit is not required for this solicitation. Refer to Section 2.6 of the General Terms and Conditions.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with the offeror's sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. It is recommended that offerors mail the application to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For offeror's information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date.

The tax clearance submitted with the sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation, the State Procurement Office will accept a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if offeror is unable to obtain a tax clearance by mail in time to include it with the sealed offer. See attached pink NOTICE for the SPO Form TEMP B. However, prior to award of contract the successful offeror is required to submit the tax clearance.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Brand Name and Model No. Offeror must identify on the Offer Form the exact brand or manufacturer name and product model number, order number or other identifier of the equipment specified herein. Failure to do so of the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No offeror will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one offeror to have an advantage over any other offeror after exposure of offers.

Any alteration(s) or modification(s) made to the model(s) offered shall be identified by the offeror. Offeror shall ensure that full product warranty/guarantee shall apply to altered or modified model(s).

Brochures and/or Specifications Literature. The burden of proof as to the quality and suitability of the equipment offered to the specifications stated herein is on the offeror. Accordingly, offeror shall submit brochures and/or specifications literature verifying that the equipment offered conforms to the specifications. If and when requested, offeror shall at his own expense, within seven (7) calendar days from date of State's request, furnish any additional information necessary or relating thereto, and/or exact sample of the equipment being considered for award. The State will be the sole judge as to the comparative quality and suitability of the equipment offered and its decision will be final.

METHOD OF AWARD

Award, if made, shall be to the responsible and responsive offeror submitting the lowest total sum bid. Offeror must submit an offer for all items to be considered for award.

CONTRACT EXECUTION

For contract award over \$10,000, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

QUALITY OF EQUIPMENT

Equipment furnished under these specifications shall be new, the best quality of its respective kind. Equipment shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the equipment.

Failure to replace any rejected items shall not relieve Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Equipment furnished shall be fully guaranteed by the Contractor following acceptance of proper operation on parts and labor against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service. Warranty documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

All of the contractor's or manufacturer's usual warranties shall become a part of the contract, except that the terms and conditions of the contract shall prevail in cases of conflict.

DELIVERY

The Contractor shall deliver the equipment within sixty (60) calendar days from the date on the Notice to Proceed to:

Hawaii Public Broadcasting Authority
2350 Dole Street
Honolulu, HI 96822

Attention: Mr. Stephen Komori
Telephone: (808) 973-1175

Prior to delivery Contractor shall contact Mr. Komori to coordinate delivery arrangements.

DELIVERY EXTENSION

Contractor shall complete delivery within the time specified in the contract. If Contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for the delay provided he notifies the procurement officer in accordance with General Terms and Conditions Section 6.11 TERMINATION FOR DEFAULT, subsection (D) Excuse for nonperformance or delayed performance, and the reason for the delay is one of the allowable causes for delay as provided for in Section 6.11 (D).

General Terms and Conditions Section 6.11 (D) is amended to include delay due to reason(s) beyond the control of the contractor as a cause for delay for which the contractor shall not be deemed to be in default. The procurement officer shall be the sole judge of whether such delay is truly beyond the control of the contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

Section 6.11 (D), last sentence, is replaced by the following:

"If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements."

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item per order of his contract after the required date of said completion.

INVOICING

Invoices, original and three copies, shall be sent to the above delivery address.

The tax clearance submitted with the invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. Contractor must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provided that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment within a shorter period or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u>
(check
one) | <u>No</u>
only |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____